

POLICE SERVICE DOG MONTHLY MAINTENANCE CONTRACT CITY OF REEDLEY

RECITALS

This agreement between **Top Dog Training Center**, hereinafter known as "**TRAINER**" and the **CITY OF REEDLEY POLICE DEPARTMENT**, hereinafter known as "**AGENCY**" will be in effect for a period of one year from the date signed below. This contract is renewable on a yearly basis after a review by both parties listed above. The contract is for the specified purposes listed below:

SCOPE OF SERVICES

- A. The TRAINER will provide one (8) hour training day <u>per month</u> to the AGENCY for its police service dog teams (patrol and detection trained). The training locations will vary to provide different environments with which to train in and efforts will be made to also train within the AGENCY jurisdiction when possible. The purpose of this training is to problem solve, improve performance, and to ensure that police service dog teams remain at or above California POST K-9 standards at all times.
- B. The **TRAINER** will train the canine teams to conform to Department Policy.

C. The services shall be performed by only authorized representatives of the **TRAINER**.

COMPENSATION

- A. The **AGENCY** shall pay the **TRAINER** \$100 per month per police service dog team (one dog / one handler) that attend training.
- B. Payments for this training can either be made on a monthly or yearly basis. If elected to pay monthly the **TRAINER** shall submit monthly invoices to the **AGENCY**. Within (30) days after the **AGENCIES** receipt of the invoice, **AGENCY** shall make payment to the **TRAINER**. Yearly training payments will be made at the start of the contractual period for the entire year.

TERMINATION

A. Once signed, this contract will remain in effect for all purposes until and unless express written notice of cancellation is received by **TRAINER** at least 30 days prior to cancellation. **TRAINER** also has the option of cancellation by providing **AGENCY** a written notice of cancellation 30 days prior to termination of services. If **TRAINER** elects to cancel this contract any prepaid training costs will be returned to the **AGENCY** for the remaining time left on this contract.

INSURANCE

A. TRAINER shall, throughout the duration of this Agreement maintain insurance to cover **AGENCY**, its agents, representatives, and employees

- in connection with the performance of services under this agreement at the minimum levels set forth herein.
- B. <u>General Liability</u> coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of **TRAINER** in an amount not less than \$1,000,000 per claim.
- C. <u>Automobile Liability</u> coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
- D. <u>Workers Compensation</u> coverage is not maintained because **TRAINER** is a sole proprietor and has no employees (paid or volunteer).
- E. <u>Endorsements:</u> **TRAINER** shall obtain endorsements to the general liability with the **AGENCY** (including its elected officials, officer, employees, agents, and volunteers) to be named as additional "insured."
- F. <u>Insurance Certificate:</u> **TRAINER** shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to **AGENCY**, no later than five (5) days after the execution of this Agreement.

ENTIRE AGREEMENT

This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed by **TRAINER**. This Agreement supersedes all prior negotiations, representations, or agreements.

SIGNATURES

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the TRAINER and the AGENCY. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

Signed this 29	day of _	Hug	Any in the year of ADIL		
	D	'			

Signature______

By: Jay W. Brock

Top Dog Training Center Representative

Signature

Ву:

Authorized AGENCY Representative